

IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEBRASKA

IN THE MATTER OF	)	Case No. BK12-42382
	)	Chapter 13
NINA SOBCHUK,	)	
	)	
Debtor,	)	
	)	

**MOTION FOR RELIEF FROM CO-DEBTOR STAY  
PROVIDED IN 11 U.S.C. 1301**

Comes Now the secured creditor, Ally Financial ("Ally") and, pursuant to *United States Bankruptcy Rule 4001* and *11 U.S.C. 362(a)*, moves this Court for an Order granting Ally Relief from the Co-debtor Stay provided in *11 U.S.C. 1301*. In support of its said Motion, Ally states and alleges as follows:

1. Ally is a secured creditor in the above captioned bankruptcy proceeding.
2. The debtor Nina Sobchuk was at all times pertinent hereto a resident of Lincoln, Nebraska.
3. Ihor Sobchuk is not a party to this bankruptcy proceeding but is a co-borrower on the Retail Installment Sale Contract Simple Finance Charge referenced hereinafter. Ihor Sobchuk was at all times pertinent hereto a resident of Lincoln, Nebraska.
4. On or about July 21, 2011, the debtor and co-borrower entered and delivered a Retail Installment Sale Contract Simple Finance Charge ("Contract") to Williamson Automotive LLC, d/b/a Williamson Honda ("Dealer") in conjunction with the purchase of a 2010 Honda Ridgeline, VIN #5FPYK1F28AB002391 ("Collateral"). A true

and correct copy of said Contract is attached hereto, marked Exhibit "A" and by this reference made a part hereof.

5. On or about October 31, 2012, the debtor filed for Relief under Chapter 13 of the *United States Bankruptcy Code* with the United States Bankruptcy Court for District of Nebraska. Pursuant to *11 U.S.C. 362(a)*, the filing of the debtor's original bankruptcy petition operated as an automatic stay against Ally's rights to protect its interest in its collateral.

6. Ally has not received the payments from the debtor or co-borrower that have accrued under the terms of the Contract

7. A continuation of the Automatic Stay provided in *11 U.S.C. 362(a)* will cause real and irreparable harm to Ally and will deprive Ally of the adequate protection to which it is entitled and cause does exist for the lifting of the Automatic Stay provided in *11 U.S.C. 362(a)* for the following reasons among others:

- (a) The debtor and co-borrower are in default of their Contract with Ally in that they have not made the payments which have accrued on the Contract;
- (b) The Collateral is not necessary for the effective reorganization of the debtor;
- (c) Upon information and belief, debtor does not have the necessary funds to adequately maintain the Collateral.

8. Ally also exerts that cause exists for the lifting of the Stay provided in *United States Bankruptcy Rule 4001(a)(3)*, thus allowing the requested Order for Relief to immediately be effective should the Court grant Ally's request for Relief.

WHEREFORE, Ally prays this Court for an Order:

- (a) Granting it relief from the Co-debtor Stay provided in *11 U.S.C. 1301*;
- (b) Waiving the "Stay" provided in the *United States Bankruptcy Rule 4001(a)(3)*;
- and
- (c) For such other and further relief as the Court deems just and proper.

DATED this 5<sup>th</sup> day of December, 2012.

ALLY FINANCIAL, Creditor

By: /s/ Frederick D. Stehlik

Frederick D. Stehlik, #15481  
Gross & Welch, P.C., L.L.O.  
2120 South 72<sup>nd</sup> Street, #1500  
Omaha, NE 68124-2342  
(402) 392-1500  
(402) 392-1538 facsimile

ATTORNEYS FOR CREDITOR

### 9013 NOTICE

TO: All Parties in Interest

You are hereby notified that Ally Financial has filed a Motion for Relief from Co-Debtor Stay, a copy of which is attached hereto as Exhibit "A". **Nebraska Bankruptcy Rule 9013 applies to this motion.**

You are further notified that any objection/resistance or request for hearing on the Motion must be filed within twenty one (21) days of the date of filing of said motion, or on or before **December 26, 2012**. If the resistance period expires without the filing of any resistance or request for hearing the Court will consider entering an order granting the relief sought without further notice or hearing. If a timely resistance or request for a hearing is filed the Clerk shall schedule a hearing.

ALLY FINANCIAL, Creditor

By: /s/ Frederick D. Stehlik  
Frederick D. Stehlik, #15481  
Gross & Welch, P.C., L.L.O.  
2120 South 72<sup>nd</sup> Street, #1500  
Omaha, NE 68124-2342  
(402) 392-1500  
(402) 392-1538 facsimile  
ATTORNEYS FOR CREDITOR

### CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document was served on the following individual by regular U.S. mail, postage prepaid, or electronically, on this 5<sup>th</sup> day of December, 2012.

Francis X. Skrupa, [skrupa2@yahoo.com](mailto:skrupa2@yahoo.com)

Kathleen Laughlin, [klaughlin@ne13trustee.com](mailto:klaughlin@ne13trustee.com)

Patricia Dugan Fahey, [patricia.dugan@usdoj.gov](mailto:patricia.dugan@usdoj.gov)

Nina Sobchuk  
2610 W South Street  
Apt. 111  
Lincoln, NE 68522

Ihor Sobchuk  
2610 W South Street  
Apt. 111  
Lincoln, NE 68522

/s/ Laurie A. Allmendinger  
Laurie A. Allmendinger

CHRYSLER LEASE AND ADDRESS  
PRODUCING COUNTY AND ZIP CODE  
LHW 1 SEARCHED  
2610 W SOUTH ST #21  
LINCOLN NE 68522

Co-Owner Name and Address  
 Decatur County Jail  
 WIRA V S03CHX  
 2610 W SOUTH ST #213  
 LINCOLN NE 68522

WILLIAMSON AUTOMOTIVE LLC DBA  
WILLIAMSON FORDA  
2770 TANKEE HILL ROAD  
LINCOLN, NE 68516

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor + Seller (sometimes "us" or "us") the amount of the Amount Financed and Finance Charge in U.S. dollars according to the payment schedule below. We will figure your finance charge on a daily basis. The Total Due and Finance Charge below are part of this contract.

Manufacturer	Year	Make and Model	Owner	Vehicle Identification Number	Primary Use For Which Purchased
USED	2010	HONDA CR150F	5550	5F7YF1E82A001231	<input type="checkbox"/> Personal, family, or recreational purpose <input type="checkbox"/> otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
<b>ANNUAL PERCENTAGE RATE</b> The total cost of your credit at a yearly rate.	<b>Amount Financed</b> The dollar amount the lender said you could use.	<b>Amount Financed</b> The amount of money you are borrowing from the lender.	<b>Total of Payments</b> The amount you will have to pay back to the lender.	<b>Total Rate</b> The total cost of your credit, including your down payment.
APR 19.99%	\$ 2,500.00	\$ 2,500.00	\$ 3,428.00	\$ 928.00
Your Payment Schedule With Due				
Number of Payments	Amount of Payments	Amount of Payments	Amount of Payments	Amount of Payments
12	\$ 291.32	\$ 291.32	\$ 291.32	\$ 291.32
First Payment Due	02/15/92	02/15/92	02/15/92	02/15/92
Late Charge, if a payment is not received within 15 days after it is due, you will pay a late charge of 5% of each installment plus a fee. The charge will not exceed \$25 per billing. The minimum penalty per month is \$25.				
Prepayment Penalties				
If you pay off all or part of your debt early, you will not have to pay a penalty.				
Security Interest: You are giving a security interest in the vehicle being purchased.				
Assignment of Rights: This contract gives you certain rights and obligations, including the right to assign the contract.				
Default: Any required payment is late if it is not made by the scheduled date and amount specified.				

<b>ESTIMATION OF AMOUNTS ROUNDED</b>			
1. Cash (plus undeposited interest), minus: <u>          </u> <u>          </u> <u>          </u> <u>          </u>			
2. Total Deductions	<u>          </u> <u>          </u> <u>          </u> <u>          </u>	= <u>20,935.00</u> (1)	
Taxable (single) (joint) (separate)			
Other Taxes in Amounts			
Less Pay Off Loans by Cash	<u>          </u> <u>          </u> <u>          </u> <u>          </u>	= <u>          </u> <u>          </u> <u>          </u> <u>          </u>	
Excess Net Wards in	<u>          </u> <u>          </u> <u>          </u> <u>          </u>	= <u>          </u> <u>          </u> <u>          </u> <u>          </u>	
• Cash	<u>          </u> <u>          </u> <u>          </u> <u>          </u>	= <u>          </u> <u>          </u> <u>          </u> <u>          </u>	
• Other	<u>          </u> <u>          </u> <u>          </u> <u>          </u>	= <u>          </u> <u>          </u> <u>          </u> <u>          </u>	
1. Other development in region, state, or tax (see last section)			
2. Dependent Claims in Cash (see 2)	<u>          </u> <u>          </u> <u>          </u> <u>          </u>	= <u>          </u> <u>          </u> <u>          </u> <u>          </u>	
3. Other Claims Including Amounts Paid to Other Tax (see last section)	<u>          </u> <u>          </u> <u>          </u> <u>          </u>	= <u>          </u> <u>          </u> <u>          </u> <u>          </u>	
(Other cash (see last part of each section))			
4. Cash of Optional Cash Insurance Paid to Insurance Company in Cash	<u>          </u> <u>          </u> <u>          </u> <u>          </u>	= <u>          </u> <u>          </u> <u>          </u> <u>          </u>	
5. Other	<u>          </u> <u>          </u> <u>          </u> <u>          </u>	= <u>          </u> <u>          </u> <u>          </u> <u>          </u>	
6. Net Cash in Cash			
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OPTIONAL: ☐ I am paying no finance charge if this Account Protected, Item 3, is paid in full on or before 5/1, Year 2014, Seller's Initials W/A

OPTIONAL: ☐ I am purchasing whether contact is established in simple form and will be provided without any fee below and agree to pay the extra charge if you please to buy a pay covered, the charge is shown in Item 4 of the Statement of Account Protected. See your pay subject to the date on the terms and conditions a problem, it is a part of the contract.

5/1

Date \_\_\_\_\_ Time \_\_\_\_\_ U.S.P. \_\_\_\_\_ Name of City Contact \_\_\_\_\_  
I want to buy a gun contact  
Buyer Phone # The Internet Maria Solovova

**NO COOLING OFF PERIOD**  
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**THE ANNUAL PERCENTAGE RATE** may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

**HOW THIS CONTRACT CAN BE CHANGED:** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signature: \_\_\_\_\_ Co-Signer Signature: \_\_\_\_\_

**NOTICE TO THE BUYER. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT UPON REQUEST.**

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer's Name: Mr. Patrick Date: 12/21/11 Co-Guy(s) Name(s): Shane Haskins STILL

Co-Guy(s) and Other Contact — a co-guy is a person who is necessary to locate the vehicle. An agent cannot be a co-guy unless he/she is a Party to the contract.

Other buyers report have X WILLIAMSON AUTOMOTIVE LLC Address N/A  
 Buyer type WILLIAMSON FIDCO CON By X DAVID TIGER  
 Dealer accepted as agent on 11/17/2011

[illegible]

ORIGINAL LIBHOLDER

**EXHIBIT**  
A

